

**City of Irwindale
Facility Use Agreement**

Policy Statement

The City of Irwindale ("City") Community Center and Mission Historical Site are available to the public for civic, social, educational, athletic, cultural activities and limited commercial use. It is the intent of this Facility Use Agreement ("Agreement") to provide use regulations and application and scheduling procedures to accommodate groups that wish to use these City facilities.

The person signing this Agreement, and the organization on whose behalf this Agreement is entered into (collectively the "Applicant"), are jointly responsible for compliance with the terms and conditions of this Agreement. All Applicants are required to read, complete, and sign this Agreement and initial on the bottom of each page where designated. A person who is at least eighteen (18) years of age must sign this Agreement. If alcohol is served, a person who is at least twenty-one (21) years of age must sign this Agreement.

Name of Facility to Be Used

_____ Irwindale Community Center: 16102 Arrow Highway, Irwindale, CA 91706
_____ Irwindale Mission Historical Site: 16239 Arrow Highway, Irwindale, CA 91706

Applicant Information

☐ Resident/City Employee ☐ Non resident

Contact name _____ Tel.: _____
Organization _____ Work _____
Address, City, State, Zip _____
Email: _____

Event Information

Date of event _____ Estimated attendance _____
Set-up time: _____ to _____ Event time: _____ to _____ Clean-up time: _____ to _____
Type of event: ☐ Meeting ☐ Wedding ☐ Birthday ☐ Family gathering ☐ Fundraiser
☐ Other (Describe) _____

Will alcohol be served?	Yes	No
Will alcohol be sold?	Yes	No
Will food be served?	Yes	No
Will food be sold?	Yes	No

Open to the public?	Yes	No
Will minors be present	Yes	No
Admission fee charged?	Yes	No
Will there be music	Yes	No

If yes, how will music be provided (DJ, live band, etc.) _____

Reservations

1. Reservations for a City facility may be made up to 1 year prior to the event but no later than 10 working days before the event.
2. Any reservation made 6 months or more prior to the function requires a \$50.00 pre-registration deposit in addition to the refundable deposit amounts. The \$50.00 shall be forfeited if function is cancelled; otherwise the \$50.00 shall be applied toward the refundable deposit.
3. While an Applicant may make a reservation, a City facility is not deemed rented until (1) Applicant delivers to the City this signed Agreement, rental fees, deposit, certificate of insurance, written evidence of permits and licenses, and any other items deemed necessary by the City; and (2) the City, in its sole discretion, approves such rental.
4. Applicant must provide all information as may be required by the City's Department of Senior Services ("Department") to assure compliance with the requirements and regulations of this Agreement.
5. Applicant acknowledges that neither the City nor the Department assumes any liability for any injury or loss or damage of personal property.
6. Prior to the use of the facility, the application must have approval of the Department's designated representative.
7. Proof of residency is required at the time of application in order to receive the resident rate.
8. This Facility Use Agreement and permit, which authorizes the rental of facilities, may be revoked for violation of any rental policies.

Security Deposit and Payments

1. An Applicant will be required to pay a security deposit in an amount that will promote use of the City's facilities in an orderly manner without damage to the facilities. Security deposits will be refunded upon inspection of facilities and confirmation that no property damage has occurred or additional clean-up is required.
2. The Applicant must sign the return deposit verification form at the beginning and end of the rental function. The refundable deposit is forfeited if:
 - a. The Applicant fails to accompany the City employee and security officer(s) during the walk through at the beginning and conclusion of the function, or is not present during the scheduled function; or
 - b. The City's facility custodian is unable to clear and lock the facility at the time the function is scheduled to end due to the actions or in-actions of the Applicant; or
 - c. The Applicant occupies the facility at a time other than that requested on his/her/its application, causing the City's facility custodian on duty to work unscheduled hours; or
 - d. The Facility is damaged in any way, including damaged, broken and/or missing equipment, graffiti, vandalism, or similar damage; or
 - e. The Facility, parking lot, city vehicles or any other city owned property is damaged or left in an unacceptable manner.

3. Below are the current deposit rates:

COMMUNITY CENTER (Kitchen included)

Refundable deposit	\$300.00
Set up and clean up rental time	\$20.00/Hour
Rental - Irwindale Resident/City employee	\$60.00/Hour
Rental - Non Resident	\$120.00/Hour

MISSION HISTORICAL SITE

Refundable deposit	\$200.00
Set up and clean up time	\$20.00/Hour
Irwindale Resident/City employee	\$50.00/Hour
Non Resident	\$100.00/Hour

SECURITY

Call for hourly rate

Contact security company directly to arrange for certificate of security.

4. All applicants, regardless of status, must pay the applicable refundable deposit. However, the City Manager may, in the best interest of the City, waive any portion or all fees for non-profit or community-based organizations.
5. All refundable deposits to be refunded will be paid by a City check to the Applicant stated on the application within 30 days.
6. A \$10.00 Cancellation Service Charge shall be assessed if the function is cancelled 60 days or more prior to function date. If the cancellation is made less than 60 days prior to the function, a \$100.00 cancellation fee will be charged.
7. Rental fees are to be paid no less than 15 working days prior to decoration and/or function date. Fees received less than 15 working days prior to the decoration and/or function date must be made in cash and a 10% per day penalty will be charged on the rental balance.
8. If paying by check fees by check, the name on the check must match the name stated on the application.

Regulations and Restrictions

All uses of City facilities will be subject to the following regulations and restrictions:

A. Insurance and Indemnification.

1. When it is deemed to be in the best interest of the general public, the City will require the Applicant to furnish a Certificate of Insurance naming the City as additionally insured. The amount of the insurance shall not be less than \$1,000,000 per occurrence of commercial general liability insurance.
2. Insurance is available at the following estimated rates (City will provide quote for insurance, based on type of rental and number of rental days requested):

INSURANCE

No alcohol

\$81.00/Day**INSURANCE**

With alcohol

\$240.00/Day

3. Note, if insurance is purchased from the City and Applicant cancels within 15 days of rental date, insurance will be returned minus a \$10.00 administrative fee.
4. The City shall require the applicant to carry general liability insurance when alcohol is available. The City shall require a full liquor liability premium in addition to general liability insurance when alcohol is sold in exchange for money. The cost of the required liability insurance shall be solely borne by the Applicant.
5. To the full extent permitted by law, Applicant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the use of the City's facilities provided herein by Applicant, its guests, employees, agents, subcontractors, or invitees ("indemnors") and in connection therewith:
 - i. Applicant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;
 - ii. Applicant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the use of the City's facilities provided herein by indemnors; and Applicant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;
 - iii. In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Applicant for such damages or other claims arising out of or in connection the use of the City's facilities provided herein, Applicant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.
 - iv. Applicant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from use of the City's facilities hereunder.
 - v. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct

of the design professional. The indemnity obligation shall be binding on successors and assigns of Applicant and shall survive termination of this Agreement.

B. Alcohol.

1. The City Manager or his/her designee has the authority to approve or disapprove all applications for serving of alcoholic beverages.
2. Groups or individuals wishing to serve alcoholic beverages must submit an application at least eight (8) working days prior to the event.
3. If alcohol is to be sold:
 - f. The responsibility for obtaining all required permits from the California Department of Alcoholic Beverage Control ("ABC") is the duty of the Applicant and necessary when selling alcohol.
 - g. Alcoholic beverages shall be sold only by the person possessing a valid permit from ABC.
 - h. The ABC Permit must be displayed over the bar throughout the activity/event.
 - i. Service, sale and consumption may be permitted only at those events for which the ABC so specifies.
4. Bring your own (B.Y.O.B.) events are prohibited.
5. **No glass bottles or containers will be allowed (other than champagne service). All champagne bottles must be opened in the kitchen.**
6. No unused or leftover alcoholic beverages shall be allowed to remain on premises.
7. For purposes of the Irwindale Mission Historical Site, alcohol may only be served outside.
8. Alcohol is not allowed when an event is designated for minors such as school age award programs, birthday parties and/or receptions.
9. No alcoholic beverage shall be served to any person less than 21 years of age. Injuries caused to any person as a result of alcoholic beverages being served to or consumed by someone under the age of 21 while on the City's premises, shall be the sole responsibility of the organization or individual renting the facility.
10. The distribution or consumption of alcoholic beverages shall be in compliance with all applicable laws, including regulations of the ABC. Violators are subject to criminal prosecution, and reported violators will be denied approval of subsequent requests to use a City facility.
11. Any organization using City facilities shall be solely responsible for obtaining all permits or licenses relating to the distribution and consumption of alcoholic beverages on the premises.
12. Alcohol may only be served by an adult 21 years of age or older. If evidence is found that alcohol is being served that was not authorized by the City or to a minor the Police will be notified and the event will be terminated and all fees and deposits will be forfeited.

C. Security and Supervision.

1. **Security is required when alcohol or music (live band, DJ, instrumental, etc.) is included at the function. A personal radio or boom box is excluded from the definition of music.**
2. **Security shall be provided by a private security company agency approved by the City. Applicant shall be responsible for procuring and paying for said security officers. Security officers are required to remain at the City facility one-half hour longer than the event to ensure the premises are cleared and secured.**
3. **Applicant is solely responsible for supervising all individuals at the City facility and adjoining property during the event. The City is not responsible for providing this supervision.**
4. **When alcohol is served, there shall be at least one security guard present at the facility at all times. The guards must arrive 30 minutes before guest arrival time and remain until the contract end time. The parking lot must be monitored every 30 minutes. The security guards shall have the authority to enforce all rules and regulations governing facility rentals. In the event that the Police are called, the cost of their services shall be deducted from the Applicant's security deposit. The Applicant will be billed for any costs exceeding the security deposit.**

D. Set-Up, Clean-Up, and Decorations.

1. Applicant and his/her/its agents, including caterers, bands, transportation of rental equipment, and related individuals, will not be permitted access to the Facility prior to or after the event time period approved by the City. Applicant shall not prepare or decorate the Facility prior to the event start time, unless Applicant provides rental fees, deposits, and insurance for the time of the preparation and/or decoration.
2. Applicant shall be responsible for arranging access during the time requested for entry and exit of the Facility.
3. Applicant shall not drive or permit to be driven nails, hooks, tacks, screws, poles, stakes or other forms of fasteners into any part of the Facility and shall not make or allow to be made any alterations of any kind therein. No decorations are to be hung on sprinklers.
4. The use of rice, birdseed, confetti, glitter, silly string, or candles is prohibited.
5. Applicant shall be responsible for clean-up of the entire Facility, including adjacent grounds, at the end of the rental. Applicant shall pick up, bag, and remove all trash generated by all activity in any way connected with its use of the Facility, leaving the Facility clean and free of all trash and litter. Applicant shall also leave all fixtures, if any, in good working condition.
6. The Community Center kitchen should be cleaned and wiped down. Applicant is not to mop floors in the kitchen, foyer or bathrooms.
7. Tables should be wiped down. Tables and chairs are to remain where they are. Applicant is not to fold and/or stack tables or chairs.
8. Applicant is not to vacuum floors.
9. Decorations are to be taken down and removed.
10. Applicant shall not store any equipment or materials at the Facility or adjoining property without the prior written approval of the City.

11. Cleanup must be completed prior to 12:00 midnight of the function date. The Community Center should be cleaned one hour prior the ending of the function. If you feel one hour is not sufficient, please allow more time.

E. Kitchen Use, Equipment, and Accessories.

1. An Applicant using the Community Center kitchen shall furnish dishes, silverware, cooking utensils, all paper products, towels, soap, etc.
2. Requests for table and chair arrangements must be submitted the Monday preceding the rental function or the room set up will be made at the discretion of the City.
3. Applicant shall not remove, relocate, or take any City property outside of the Facility for any reason without the prior written approval of the City.
4. The City does not provide audio/visual systems, public address systems, spotlights, floodlights, or projectors. Applicant, at its own cost, may bring these systems into the Facility for their use.
5. All music equipment must be contained within the enclosed walls of either the Community Center and/or the Mission.

F. Miscellaneous.

1. Smoking is prohibited in all City facilities including restrooms and within 20 feet of all entrances.
2. Facilities and equipment are to be left in the same condition as they were prior to the rental. The Applicant is responsible to pay for any damage to property or loss of property. A fee equal to total replacement cost will be charged. It shall be the responsibility of the Applicant to see that unauthorized portions of the facility are not used. Continued or repeated use of City facilities will be contingent upon care of the facility, property and equipment, and observance of all approved rules and regulations.
3. No gambling of any kind shall be conducted on, or in, City facilities, and the Applicant shall ensure that no disorderly or illegal conduct shall be allowed in any facility. Charitable events and/or fundraisers in support of non-profit organizations that include a "Casino Night" or similar event where no monies are wagered are excluded from this prohibition.
4. Private groups wishing to collect fees, donations or admission charges, or those using the facility to market a product, give a presentation, or advertise their business, will be considered commercial users.
5. The posted occupancy of City facilities shall not be exceeded.
6. Storage space will not be granted at any time.
7. A City facility is available for rental seven days a week, between the hours of 7:00 a.m. – 12:00 midnight. Facilities are not available for reservations on the following holidays: Christmas Eve, Christmas Day, Cesar Chavez Day, Easter, Independence Day, Labor Day, Memorial Day, New Year's Eve, New Year's Day, and Thanksgiving.
8. All persons using the facilities shall observe and obey regulations of this policy, the rules of the Department, and all applicable City, State and Federal laws, rules and regulations.

9. Minors must remain in the rented facility room and shall not be allowed to roam.
10. Any intended use of outside vendors must be disclosed in the application and if permitted shall comply with applicable insurance requirements.
11. No open flames are permitted including the use of candles
12. Maximum capacity is 100 people for assembly at the Community Center.
13. Seating capacity for dining at the Community Center is 72 people.
14. No animals are permitted at the Facility, with the exception of service animals.
15. No one is permitted upstairs or in the elevator at the Community Center.
16. Be advised that guests are not allowed in the flower beds and are not to be throwing items into the Community Center fountain.
17. The Mission may not, under any circumstances, be used for regular church services. It may be rented, as are other City Facilities, for specific events such as parties, weddings, meetings, wakes, christenings, etc.
18. Applicant acknowledges the limited parking at the Mission. Adequate measures to ensure sufficient parking may be imposed. Failure to provide adequate parking and/or disruption of the neighborhood may result in termination of the event.
19. Applicant acknowledges that the Mission is located adjacent to a residential neighborhood. Loud noise must be controlled. Receipt of noise complaints by the City may subject the event to immediate termination.
20. The City is not responsible for lost or stolen items.
21. Applicant shall comply with all local, state, and federal laws and regulations related to the use of the Facility.
22. The City of Irwindale may impose additional requirements as deemed necessary to protect the health, safety, and/or welfare of the community.
23. The facility shall be used for the purpose stated in this Agreement and no other use will be permitted.
24. Applicant shall be responsible for securing all required permits and licenses.

Any violation of the above or any part of this Agreement or report of false information to the City of Irwindale may refuse Applicant from further use of the Facility and deny further requests for a period of up to two (2) years at the discretion of the City Manager or his/her designee. Moreover, Applicant shall forfeit a portion of or all of the rental fee and/or the deposit.

I am an authorized agent of the organization submitting this agreement. The information provided in this agreement is true and correct. I have read and understand this agreement and agree to all of the aforementioned rules, regulations, and conditions of use.

Print Name _____
Signature _____
Organization _____
Address _____
Telephone _____
Date _____

CITY OF IRWINDALE USE ONLY

☐☐ **APPROVED**

☐☐ **DENIED**

Authorized By _____ **Date** _____

Insurance certificate received?

Date: _____

ABC License received?

Date: _____

Security authorization received?

Date: _____

Room set up provided?

Date: _____

Refund issued?

Date: _____

PAYMENTS RECEIVED

Refundable Deposit

\$300.00

Date received _____

Staff Initials _____

Set up and clean up rental time

\$20.00 X _____ **hours = \$** _____ **Date received** _____ **Initials** _____

Rental

\$ _____ **X** _____ **hours = \$** _____ **Date received** _____ **Initials** _____

Insurance

\$ _____ **Date received** _____ **Staff Initials** _____

CONTACT INFORMATION

FACILITY RESERVATIONS

Contact the Irwindale Senior Center to check Facility availability, and to submit application, insurance, licenses and payments.

IRWINDALE SENIOR CENTER– (626) 430-2283
16116 Arrow Highway, Irwindale, Irwindale, CA 91706

SECURITY INFORMATION

The following private security firm licensed by the City of Irwindale provides security for rental purposes:

E & C Security Patrol– (626) 420 - 9110

CERTIFICATE OF INSURANCE

A Certificate of insurance quote/certificate can be obtained through the City of Irwindale Senior Center, utilizing the following special event insurance company:

Alliant – Special Event Insurance Services – (800) 821-9283
1301 Dove Street, Suite 200, Newport Beach, CA 92660

ABC LICENSE

ABC– ALCOHOLIC BEVERAGE CONTROL – (626) 256-3241
222 E. Huntington Dr., Ste 114, Monrovia, CA 91016

ROOM SET – UP DIAGRAM

Community Center Capacity – 100 Maximum for assembly
72 Dining

- 8 -8ft. rectangle tables
- 6 – 6ft. rectangle tables
- 9 – 72 inch round tables

(Diagram not to scale)

